



City of Reedley

Engineering Department
1733 Ninth Street
Reedley, CA 93654
(559) 637-4200
FAX 637-2139

To: Qualified Construction Management Firms

Date: July 31, 2020

**Re: Request for Proposals for Manning Avenue Improvements Ph. 1
Construction Management / Inspection Services**

BACKGROUND

The City of Reedley (City) is interested in acquiring the services of a qualified construction management/engineering (CM) firm for project management and inspection services for roadway improvements on Manning Avenue from I Street to Frankwood Avenue. The scope of work includes wet utility modifications, minor curb, gutter, sidewalk, driveway and curb ramp improvements, constructing median islands, and roadway reconstruction/rehabilitation.

All interested firms must have adequate experience in managing and inspecting construction projects subject to Caltrans standards and guidelines governed by Federal funding regulations.

The City has completed the design, environmental investigations/documents and acquisition of rights-of-way for this project. All existing, plus any additional information that may become available within the RFP period, will be provided to interested CM firms upon request in order to more completely address, in their Proposals, the City's needs and requirements for this project.

The City has begun advertisement for the construction contract as of July 23, 2020 and anticipates start of construction in late September or early October, 2020. The project construction timeframe is 90 working days. The estimate of construction costs for this project is approximately \$2,500,000 including federally participating and non-participating work. These construction costs will be funded from the Surface Transportation Program Local and City of Reedley local funds including Measure C and Enterprise Funds. The project documents can be located online at <https://reedley.ca.gov/engineering-department/construction-projects/manning-ave-improvements-phase-1/>.

This project is receiving federal funds from the Federal Highway Administration (FHWA), thereby making this consulting contract subject to the Disadvantage Business Enterprise (DBE) requirements per the attached DBE Notice to Proposers. The City has

established a DBE goal of 8% for this CM Services contract. The proposing firms are required to submit evidence of compliance with federal regulations related to federal funding. These include the proposer's DBE information (Exhibit 10-01 and 10-02), and lobbying activities disclosure (Exhibit 10-Q).

The CM will assign a staff member to act as the Resident Engineer for this project. The CM firm shall provide experienced personnel to act as assistants to the Resident Engineer and sufficient support staff to complete the required CM services for roadway and utility work. The City Engineer will act as the principal in charge and will be the final decision and signature in all design, construction questions and contract issues/modifications.

The City intends to award a cost plus fixed fee contract subject to Caltrans audit guidelines. The CM firm shall be able to provide all information needed for a pre-award or post-award audit of the proposed contract prior to final approval by governing agencies.

PROJECT DESCRIPTION

The work for the Manning Avenue Improvements Phase 1 I Street to Frankwood Avenue includes, in general, reconstruction/rehabilitation of the pavement on Manning Avenue, curb ramp modifications/installation, minor curb, gutter, sidewalk and driveway installation, construction of median islands, and installation or modification of wet utilities.

The project is anticipated to include the following major construction items:

- Roadway reconstruction/rehabilitation.
- Wet utility relocation and upgrade of 8-inch water and 24-inch sewer.
- Rehabilitation of existing 12-inch sewer.
- Street signage and striping.
- Public utility relocation work by Southern California Gas Company.
- SWPPP compliance and other BMPs implementation.
- Concrete curb, gutter, sidewalk, driveways and curb ramps.
- Other project improvements such as median islands with stamped concrete surfaces, etc.

CONSULTANT SCOPE OF SERVICES

Pre-Construction Services:

CM firm shall perform the following as required during this task:

- CM firm shall review project documents to familiarize itself with the project and to identify potential or anticipated problem areas early in the construction contract.
- Prepare and conduct a coordination meeting with the City, Design Engineers, and other affected agencies/stakeholders.

- Prepare and conduct a pre-construction meeting with the City Resident Engineer, contractor, subcontractors, City officials, and other involved parties. The pre-construction meeting agenda shall include topics of discussion to adequately manage prosecution of the construction work, to fulfill all project requirements, to address safety concerns, etc. A major goal for this meeting, besides dissemination of data, shall be to establish a cooperative attitude between the CM firm staff, the City Engineer and staff, and the contractor. The CM firm shall assist with the implementation of a partnering agreement with the contractor if one is pursued for the project.
- Prepare a construction management plan to include, at a minimum, project authority, communications, and project documentation for all tasks required for this CM service contract.
- Establish a photo and video record for the project site to document pre-construction conditions and new construction.
- CM firm shall develop a project records filing system based on the City template or the Caltrans Construction Manual that will be passed onto the City once the project is completed. Project categories should include at a minimum:
 - Personnel
 - Correspondence
 - Working Day Record
 - Materials
 - Daily Reports
 - Pay Quantities
 - Contract Change Orders
 - Extra Work
 - Progress Pay Estimate
 - Labor Compliance
 - Contractor Payroll
 - Final Report

Field Inspection and Management:

CM firm shall perform the following as required during this task:

- Establish and maintain project control including:
 - On-site organization;
 - Internal and external lines of communication and authority; and
 - Procedures for coordinating with the City, Design Engineers, materials sampling and testing, survey staking, control, and layout verification, and environmental monitors.
- Assist the City Engineer by enforcing Federal and State laws for occupational safety and health standards for all construction observation activities. Attend contractor tailgate safety meetings and perform formal construction site safety reviews as required. It is understood that the City's contractor is responsible for the project's safety at all times throughout the contract.
- CM firm or its subconsultants shall assist the City Engineer with compliance of Federal funding requirements, including 1) monitoring and auditing certified

payrolls of the contractor's and subcontractor's personnel for prevailing wages, 2)perform field labor compliance/EEO interviews, 3)monitor DBE participation, and 4)monitor contractor apprenticeship programs to assure compliance with all State and Federal laws.

- Prepare and conduct weekly progress meetings with the contractor and City staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees as appropriate.
- Assist the City Engineer with coordination and cooperation with Caltrans, public utilities, Reedley College, adjacent businesses and property owners and the general public. CM firm or its subconsultants shall conduct public outreach as deemed necessary through various sources including the City's website, local newspaper, broadcast median communication, or phone messaging.
- Assist the City Engineer with coordination and observe utility work by utility companies (work not part of the contractor's responsibility) for compliance with project documents.
- Review and route for approval to the City and Design Engineers all project shop drawings and material submittals.
- CM firm shall verify that material submittals comply with the Buy America federal funding requirement.
- Perform ongoing observation of job site safety and construction work and notify City personnel in advance of any significant activities to permit their participation.
- Assist the City Engineer with reviewing, monitoring, and documenting changes to the contractor's schedule. This includes identifying work not started or incomplete and providing recommendations to the City Engineer on corrective measures to meet schedule deadlines. CM firm shall review and coordinate with contractor monthly schedule updates for critical path activities and shall keep record of contract time and time extensions.
- Assist the City Engineer by reviewing any contractor-developed submittals for staging, Traffic Handling Plan, hazardous substance prevention and contingency plan, worker and community health and safety, and other contractor developed plans.
- Assist the City Engineer by developing and maintaining a log of contractor-developed plan and Requests for Information (RFI) submittals to ensure a timely and efficient procedure for processing submittals.
- Provide observation of the contractor's work with appropriately trained and qualified field staff to ensure that the contracted work substantially complies with the plans and specifications. CM firm shall insure compliance by continuously monitoring, evaluating, approving and rejecting the contractor's work as applicable. Field staff may consist of an assistant resident engineer, inspectors, structure representative, and other qualified personnel acceptable to the City.
- With the assistance of the City Engineer and the Design Engineers, interpret plans and specifications. If further design work or modifications to the contract documents are required, assist the City Engineer in directing the modifications and provide an appropriate contract change order for authorization by the City.

- Notify the City Engineer immediately of any errors or omissions in the contract documents and coordinate with Design Engineer(s).
- Prepare daily, weekly, and monthly reports as required by the City Engineer. Daily records shall contain progress of the project, weather history, contractor's activities, number of workers onsite, problems encountered, and other relevant information. CM firm shall make daily records available to the City Engineer and other City officials. Prepare and send a Weekly Statement of Working Days to the contractor.
- Assist the City Engineer with preparing estimates for extra work necessitated by differing site conditions, unforeseen work, etc.
- Assist the City Engineer with preparing contractor pay applications for progress work by computing and field verifying pay quantities pursuant to the Caltrans process. CM firm shall ensure pay applications meet the requirements for conditional/unconditional releases, preliminary notices and stop work notices as applicable.
- Assist the City Engineer with negotiating and preparing contract change orders (CCO) for authorization by the City as agreed to by contractor.
- Assist the City Engineer with maintaining daily extra work bills, quantity measurements or such other information as is necessary to document the payment to the contractor for the extra work to be completed as unit cost, lump sum, or force account.
- In the event that it appears that the contractor may submit a claim for extra work, maintain records so that the City can successfully resolve the claim.
- Maintain a set of full-size black-line plans to be used for "Final As-built" drawings and note all changes to this set as they occur.
- Take photographs daily during the construction to document contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- Assist the City Engineer in maintaining project records on a daily basis such that the records are organized and complete.
- Attend a project walk through with City and contractor personnel to establish a "punch list" of items of work that are not satisfactory.
- Attend a final project walk through with City and contractor personnel to determine that all "punch list" of items of work have been completed.

Construction Control, Staking, & Verification:

CM firm shall perform the following as required during this task:

- The control survey and construction staking shall be performed by CM firm or its subconsultants. All survey verification that is necessary will be performed by the City's surveyor. Contractor requests for construction staking will be submitted through the City.
- CM firm staff shall confirm/verify correctness through spot checks of grades and layouts.

Environmental Mitigation Inspection & Management:

The City's contractor will be responsible for SWPPP implementation and monitoring. The contractor or its subcontractors shall be responsible for administration and oversight of all environmental requirements for the project, if any. CM firm shall review and monitor work provided by contractor to verify compliance with permit requirements.

Materials Testing:

CM firm shall perform the following as required during this task:

- Materials sampling and testing shall be performed by the CM firm or its subconsultants.
- CM firm shall assist the City Engineer with coordination of timely testing and determination of correct testing methods and procedures for roadway work.

Post-Construction:

CM firm shall perform the following as required during this task:

- Perform final observation of the project upon completion to confirm substantial conformity with PS&E.
- Assist the City Engineer with computing the final quantities and preparation the final estimate.
- Assist the City Engineer with determining over-runs and under-runs and explanation of each.
- Assist the City Engineer with preparing the Final Invoice, Final Detail Estimate, Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certification, Report of Completion, and such other forms and reports as may be required.
- Finalize full-size black-line as-built plans for use by the Design Engineers to develop "Final As-built" engineered drawings.
- Assist the City Engineer with post-completion dispute resolution.

It is understood that the level of effort required for dispute resolution is dependent on many things outside of CM firm and the City's control and if necessary, shall be performed as additional services.

CONSULTANT SELECTION CRITERIA

Proposals will be reviewed and scored based on the criteria below and a "Short List" (if necessary) of no more than three firms will be developed. If deemed necessary by the City, the "Short List" firms will be given the opportunity to make a presentation to City staff and expand upon the firms written Proposal.

Selection Criteria and Score

- | | |
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| • Understanding of Work to be Done and Approach | 40 points |
| • Qualifications of Key Personnel | 15 points |
| • Similar Project Experience | 15 points |
| • Firm Qualifications (including subconsultants) | 15 points |
| • Familiarity with Caltrans and Federal Funding Guidelines | 15 points |

PROPOSAL CONTENT AND REQUIREMENTS

The CM firm's proposal shall be sealed in an envelope and marked "City of Reedley Manning Avenue Ph. 1 CM Services Proposal" and delivered to the City of Reedley at the time, date and address indicated in this Request for Proposals. All Proposals submitted by qualified construction management/engineering firms shall contain, at a minimum, the following:

Proposed Scope of Services

The Scope of Services section shall include a description of the intended approach to perform project management and complete inspection for the project. The approach shall give consideration to the following construction management obligations and responsibilities:

- Construction Contract Administration
- Field Inspections
- Documentation and Record Keeping
- Materials Testing and Certifications
- Construction Staking and Surveying
- Environmental Monitoring and Coordination
- Shop Drawings and Materials Submittal
- Critical Path Method Scheduling
- SWPPP Compliance
- Public Outreach
- Permits Compliance
- Federal Funding Compliance
- Project Closeout

Project Team and Experience

This section should include the size of the organization and a list of the consultant's principals, employees, agents, and sub-consultants who are anticipated to be assigned to this project. This list shall include a summary of the qualifications, licenses, experience, type of work to be performed, and the availability of each individual.

Additionally, this section will include a list of the most recent projects for which the CM firm has performed similar services of similar scope, size, and complexity. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a brief description of the service performed, the dollar amount of the contract, and the date the project was completed.

Resumes

CM firm shall provide a one page resume for each individual project team member including all sub-consultants who will have a role in completing this project.

Project Staffing Plan

CM firm shall provide a staffing plan for the duration of the project and on a monthly

basis including tasks, employee classifications and roles, availability, total hours, hourly rates and total cost.

Insurance

Identification of the firm's insurance policies and coverage limits carried by the interested construction management/engineering firm including Errors and Omissions, automobile, and General Liability policies.

The proposal is expected to be clear and concise and respond to the requirements set forth in this Request for Proposals. There is no limit to the number of pages.

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Interested CM firm must carry at a minimum the following insurance policies:

- Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent).
- Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) or equivalent.
- Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability Insurance appropriate to the Consultant's profession.

Minimum Limits of Insurance

- Professional Liability - \$2,000,000/ occurrence with \$3,000,000 Aggregate (minimum coverage).
- General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability - \$2,000,000 per accident for bodily injury and property damage.
- Employee's Liability - \$2,000,000 per accident for bodily harm or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its trustees, officers, employees, volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its trustees, officers, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its trustees, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its trustees, officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CM firm shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these provisions at any time.

CONSULTANT FEES

In a separate sealed envelope, CM firm shall submit its proposed fee for the construction management services identified in this Request for Proposal. The Consultant's Proposed Budget shall, at a minimum, include the following:

- Task Description
- Identification of staffing classification
- Identification of number of hours required under each staffing classification to complete the task
- Identification of total labor costs for each task
- Identification of total Other Direct Cost for each task
- Identification of Subconsultant Cost for each task
- Identification of total computing costs for each task
- Identification of total non-labor (material) costs for each task
- Identification of Total Cost for each task
- Identification of the Total Cost for all of the work

The CM firm must also include a summary of the hourly rate for each of the firm's staffing classifications, firm overhead rates, contract escalation fees, and firm net fee.

The Fee Proposal shall be delivered to the City with the CM firm's Proposal. The Fee Proposal shall be marked "City of Reedley Manning Avenue Ph. 1 CM Services Proposal Fee".

AWARD OF AGREEMENT

Negotiations will begin with the firm deemed most qualified. If an agreement cannot be reached in negotiations, the City will begin negotiations with the firm that is judged to be the next most qualified. If the City determines to award the agreement, a Professional Services Agreement shall be sent to the successful consultant for the consultant's signature. No proposal shall be binding upon the City until after duly authorized representatives of both the Consultant and the City have signed the agreement. The City reserves the right to reject any and all proposals, and to waive any irregularities. The award of the agreement, if made by the City, will be based on a thorough review and analysis of each of proposal and interview.

PRE-PROPOSAL CONFERENCE

A conference and site visit to review existing conditions is schedule for 10 a.m., Tuesday, August 7, 2020, at the Office of the City Engineer, 1733 Ninth Street, Reedley, CA 93654. If you plan to attend, please contact the Office of the City Engineer at (559) 637-4200, extension 221 at least three working days in advance of the scheduled meeting.

PROPOSAL SCHEDULE

The following is an anticipated schedule for the request for proposals:

<u>Milestone</u>	<u>Date</u>
Pre-proposal Conference	August 7, 2020
RFP Due	August 14, 2020
Consultant Interviews (at City's Discretion)	August 27, 2020
Award Contract	September 8, 2020
Consultant NTP	September 9, 2020

PROPOSAL SUBMITTAL REQUIREMENTS AND GENERAL INFORMATION

Five hard copies and one electronic copy in PDF format of the Consultant's proposal shall be submitted to the City of Reedley no later than 4:00 p.m. on Friday, August 14, 2020. Late submittals will not be accepted and returned unopened.

Proposals and all correspondence or communications in reference to this Request for

Proposals shall be sent to:

City of Reedley
Attn: Marilu S. Morales, City Engineer
1733 Ninth Street
Reedley, CA 93654

All costs for the preparation of submittals shall be borne by the Proposer and submittals received shall become the property of the City, whether accepted or rejected.

This Request for Proposal does not constitute an offer of employment or to contract for services.

All proposals shall remain firm for sixty (60) calendar days from submittal.

In advance, we thank you for your interest in the Manning Avenue Improvements Ph. 1 Project. If you have any questions about this request for proposals, please contact the Office of the City Engineer at (559) 637-4200, extension 221.

Sincerely,



Marilu S. Morales, PE
City Engineer

Attachments: Exhibit 10-I Notice to Proposers DBE Information
Exhibit 10-O1 Consultant Proposal DBE Commitment
Exhibit 10-O2 Consultant Proposal DBE Information
Exhibit 10-Q Disclosure of Lobbying Activities